

## Remarks

Claims 1-18 are now pending in the application. Claims 1,3,6,7,9,12,13,15, and 18 have been rejected under 35 U.S.C. §102 as being anticipated by *Camp*. Claims 2, 4, 5, 8, 10, 11, 14, 16 and 17 have been rejected under 35 U.S.C. §103 as being obvious in view of *Camp*. For at least the reasons stated below, Applicants respectfully contend that all claims are in condition for allowance.

### **35 U.S.C. § 102 Rejections**

Claims 1,3,6,7,9,12,13,15, and 18 have been rejected under 35 U.S.C. § 102 as being anticipated by *Camp et al.* Applicants respectfully traverse these rejections. Applicants assert that not every element of every claim, as amended, is taught by the reference. MPEP § 2131 provides:

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). "The identical invention must be shown in as complete detail as is contained in the ... claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claim...

### **Independent Claims 1, 7, and 13**

The Examiner rejected independent claim 1 as being anticipated by *Camp*. *Camp* teaches a method for purchasing goods with electronic money. See The Abstract.

Independent claims 1, 7, and 13 include "receiving from the buyer a form indicating the terms of trade utilizing the network." Applicants respectfully disagree with the Examiner's characterization of the *Camp* reference. *Camp* teaches that the customer identifies a desire to make a purchase. See *Camp*, Col. 7, Lines 45-46. There is no form that is received from the buyer that indicates the terms of trade utilizing the network.

Independent claim 1 further recites "sending the form to a bank for assessing the credit of the buyer utilizing the network, wherein the bank to which the credit application is sent is based on the identifier." First, *Camp* at most suggests



transmitting customer payment data, not a form indicating the terms of trade. See Figure 1. Second, *Camp* does not teach or suggest that the bank illustrated in Figure 1 **assesses credit** of the buyer. *Camp* at most teaches that the bank can read encrypted customer data. See Col. 8, Lines 15-26. *Camp* does not disclose a credit assessment done by the bank. Third, *Camp* does not teach sending the form to a bank which is based on the identifier. Finally, *Camp* does not teach forwarding the form to a seller along with the assessment of the credit of the buyer utilizing the network. *Camp* does not teach forwarding a form because, as discussed above, there is no form to forward. Further, *Camp* does not teach forwarding an assessment of the credit of the buyer because there is no credit assessment of the buyer. Therefore, Applicants respectfully request that these rejections be withdrawn.

The rejections of dependent claims 3 and 6 should also be withdrawn because these claims depend from independent claim 1. The rejection of independent claim 7 should also be withdrawn because this claim recites similar limitations to independent claim 1 in the form of a computer program embodied on a computer readable medium. The rejection of dependent claims 9 and 12 should also be withdrawn because these claims depend from independent claim 7. The rejection of independent claim 13 should be withdrawn because this claim recites similar limitations to independent claim 1 in the form of a system. The rejections of dependent claims 15 and 18 should also be withdrawn because they depend from independent claim 13.

Because not every element of every claim (as amended) is taught by the reference, the Examiner's § 102 rejections are unsupported by the art and should be withdrawn.

### **35 U.S.C. § 103 Rejections**

Claims 2, 4, 5, 8, 10, 11, 14, 16 and 17 have been rejected under 35 U.S.C. § 103 as being unpatentable over *Camp*, et al. Applicants respectfully traverse these rejections. MPEP § 2143 provides in part, "To establish a prima facie case of obviousness ... the prior art reference ... must teach or suggest all the claim limitations." (emphasis added). The recent decision of the U.S. Court of Appeals



Federal Circuit of In Re Lee, 61 USPQ2d 1430, is particularly pertinent to this issue. At page 1433 the Court addresses the purpose of the Administrative Procedure Act which requires administrative agencies, including the Patent Office, to not only have reached a sound decision, but to have articulated the reasons for that decision. This applies to patent prosecution in the office and before the board and subsequent review. In addressing the issue of obviousness the Court noted that rejections under 35 USC § 103 must be based on evidence comprehended by language of the Section. The Court cites a series of cases requiring the showing of a suggestion, teaching or motivation to combine prior art references as an essential component to an obviousness holding. The Patent Office Board of Appeals in the Lee matter had rejected the need for any specific hint or suggestion in a particular reference to support the combination of prior art teachings. The Board had relied upon basic knowledge or common sense. In essence, the Federal Circuit required that there be evidence of the showing of a suggestion, teaching or motivation to combine the state of the art including what might be considered basic knowledge or common sense to combine or modify references. Because this showing has not been made, Applicants respectfully request that the Examiner's §103 rejections also be withdrawn.

Applicants further submit that all of these dependent claims are allowable because they depend from independent claims that recite limitations not disclosed in the prior art, as discussed above. Applicants respectfully request that the Examiner withdraw these rejections.

### **Specification**

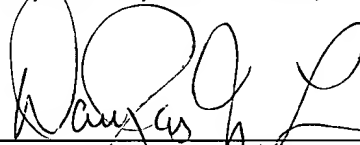
Applicants have reviewed the Specification for clerical errors and have amended the Specification to correct errors that were noted. The marked changes are shown on the attached pages entitled "Version with Markings to Show Changes Made". Additions have been noted by underlining an addition. Deletions have been noted by placing a strike through on a ~~deletion~~.

### **Conclusions**



Applicants submit that all pending claims are allowable and respectfully requests that a Notice of Allowance be issued in this case. In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (310) 788-5053. If any fees are due in connection with the filing of this paper, then the Commissioner is authorized to charge such fees including fees for any extension of time, to Deposit Account No. 50-1901 (Reference 60021-339201).

Respectfully submitted,



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**VERSION WITH MARKINGS TO SHOW CHANGES MADE**

**In The Specification**

Please incorporate the following replacement paragraphs in the subject application specification.

**Page 8, lines 12-13**

Figure 14 expands on the bidding process of the VTrade system ~~discusses~~ discussed above with reference to Figure 13;

**Page 9, lines 9**

Figures **24A** and **24B** illustrate a Purchase Order ~~Performa~~-Proforma Invoice (POPI);

**Page 9, line, 11**

Figure **25** depicts a combined Purchase Order ~~Performa~~-Proforma Invoice;

**Page 9, lines, 13-17**

Figure **27** illustrates the Main Menu Page of an electronic document checklist which may be used during the process of Figure **26**;

Figure **28** is a flowchart illustrating a process for creating a financial transaction-related document;

**Page 9, lines 30-31 through Page 10, lines 1-2**

Figure **34** illustrates a third option of documentary compliance in which the buyer checks physical documents while VTrade checks electronic documents;

Figure **35** illustrates a general architecture of the VTrade system, including a buyer station, a seller station, a processing hub, and a credit provider system;

**Page 12, lines 1-3**



Figure 59 illustrates an embodiment of the present invention ~~provides that~~ offers an integrated package of eEnabled financial services products in one or more of the five categories;

**Page 13, lines 10-11**

Figure 72 is a flowchart ~~illustrates-illustrating~~ a process for initiation of an agreement utilizing a network;

**Page 18, lines 4-10**

Virtual Trading (VTrade) is a "method" of conducting the trade finance business that achieves the same results as traditional trade finance through a new value proposition and a rethought process. In the VTrade operating model, physical documents are reduced. The number of parties involved are kept to the ~~minimal~~minimum. Three key components of VTrade model are: - VTrade Enterprise, Payment Network and a Bank. It should be noted that though "Bank" is used throughout this document, it is intended that the term include any type of credit provider.

**Page 19, lines 8-12**

- **Navigation** services that help users to be informed and guided towards the various services and trade partners
- **Communities** users interacting with one another will quickly transform their relationship to become a community, as buyers and sellers find themselves sharing common needs and/or business processes

**Page 19, lines 17-21**

- **Unique Payment Rules** Introduces a unique hybrid of e-Commerce and ~~Visa~~VISA Card payment rules for quicker dispute resolution for the international trading community



- **Trade Facilitation** Unleashes the power of trade facilitation to ensure that majority of trade transactions are settled using the electronic trade facilitation engine

**Page 19, lines 26-29**

- **International Trading** Unlike other offerings, VTrade does not focus only on local or regional trade, but also on international trading, with a range of supporting facilitation services which will help Visa-VISA Members to develop a range of additional revenue sources from repeat business

**Page 20, lines 1-6**

- **Innovative Product Offerings** Focuses on core Trade Finance business supported by other innovative product offerings developed exclusively for Visa-VISA Members. VTrade has treasury and cash management product capability built-in
- **Strategic Partnership** Improve business connectivity of companies through vast global network, riding on the reliable network of Visa-VISA and international banks

**Page 30, lines 7-11**

- Encapsulation enforces data abstraction through the organization of data into small, independent objects that can communicate with each other.
- Encapsulation protects the data in an object from accidental damage, but allows other objects to interact with that data by calling the object's member functions and structures.

**Page 38, lines 14-15**

Figure **12** illustrates a process for application for access to the VTrade system by a seller/merchant **1200**. Numbers **1-7** ~~enumeration~~ enumerate the steps of the process.

**Page 40, lines 8-20**



Figure **16** is a flow diagram which expands on the process of Figure **15**. In operation **1600**, it is determined that a buyer and seller have agreed to transact on VTrade. In operation **1602**, an invoice, in this example a purchase order proforma invoice (POPI), is received from the buyer and authenticated before being sent to the seller. See the discussion of Figures ~~v23 and 2123~~, **24A**, and **24B** below for a description of the POPI. A request for a credit check is sent to the bank (or credit provider) in operation **1604**. The buyer's credit line is also earmarked in operation **1606** to indicate the amount of the purchase order to prevent the buyer from exceeding the maximum amount of credit. In operation **1608**, the seller is alerted to start negotiating on the invoice. The initiation of negotiation is confirmed in operation **1610**. The buyer is alerted that the seller acknowledges the transaction in operation **1612**. In operation **1614** and **1616**, a negotiation about the invoice is facilitated and, when negotiations cease, the invoice is finalized.

**Page 42, Lines 9-19**

Figures **24A** and **24B** illustrate an illustrative Purchase Order Proforma Invoice (POPI) ~~v23002400~~. The Purchase Order Proforma Invoice allows a buyer to submit an application to initiate a transaction in VTrade electronically on VTrade Web. The Buyer indicates the performance by seller or requirement for seller to fulfill via POPI. The buyer submits the POPI to VTrade after completing all terms/performance required of the seller. Buyer's bank checks and earmarks buyer's VTrade line of credit (LOC). Once the LOC is earmarked by the bank, confirmation is sent to seller by VTrade. A confirmed/interested seller will negotiate sales/purchase terms with buyer using the POPI. The seller will indicate fulfillment of the buyer's requirements on a Combined Purchase Order Proforma Invoice.

**Page 42, Lines 21-28**

If the seller cannot fulfill the buyer's requirement, the buyer and seller will amend the POPI until agreeable terms are achieved. The buyer and seller can submit each amendment on POPI via the submit pushbutton ~~v2302, v2304~~ **2402, 2404**. Each amendment by trading parties on POPI will be reflected as a new version. The VTrade Web allows old versions of amendments to be stored and



viewed. Once the POPI is finalized, the buyer and seller signs agreement on overall terms and conditions of POPI which automatically triggers POPI to be sent to VTrade. The seller then proceeds to prepare commercial/trade documents for payment.

**Page 44, lines 8-30 through Page 45, lines 1-2**

Figure **27** illustrates the Main Menu Page of an electronic document checklist **2700** which may be used during the process of Figure **26**. The Electronic Document Creator (Main Menu) is the front page for the VTrade Electronic Document Creator. It is essentially a deal sheet for the buyer and seller to sign on once agreement is reached on all documents. The buyer and seller negotiate on terms of a transaction using the document creator. By pressing on the icon **2702** next to the documents indicated, buyer/seller is linked to the next layer which is the Electronic Document Creator (Document Page). Once there is agreement on the terms of a particular document (refer Document Creator), buyer and seller 'digitally signs' by selecting an icon **2704** next to the related document on the main menu page. The Document Creator (Main Menu) also help track receipt of other related physical documents outside VTrade. Scan or 'mirror copies' of these documents can be viewed but they are not checked by VTrade. Once agreement is reached on all documents between buyer and seller, both sign an agreement on overall terms and conditions of the Document Creator before submission to VTrade. The VTrade Enterprise digitally checks that all electronic documents submitted are collected and waits for payment authorization from the bank/buyer before using the payment interface to contact Visanet for payment to seller.

Figure **28** is a flowchart illustrating a process **2800** for creating a financial transaction-related document. In operation **2802**, a buyer is allowed to select among a plurality of documents associated with a proposed transaction. In operation **2804**, the buyer is permitted to indicate requirements of trade terms relating to the selected documents. A seller may agree or amend the terms on an electronic document platform in operation **2806**. Upon each amendment, a new version of a form delineating the trade terms is generated in operation **2808**. In operation **2810**, each of the versions may be viewed.



**Page 49, lines 16-20**

VTrade should operate under some group of recognized rules, preferably rules that are enforceable in foreign countries. Figure 40 illustrates an embodiment of the present invention in which VTrade operates under applicable ~~Visa~~-VISA Card and international commerce rules 4000,4002, with an avenue for dispute resolution via the ICC international court for arbitration.

**Page 55, lines 1-7**

The present invention is preferably practiced in the context of a vertical market. Players with common needs will naturally look to deep vertical eMarketplaces that cater to their specific needs. Therefore, horizontal hubs will be challenged to directly provide members with targeted industry knowledge and focused offerings. Further, fast movers will lock up key suppliers early making room in many market segments for only one player.

**Page 67, lines 12-24**

Figure **72** is a flowchart ~~illustrates~~ illustrating a process **7200** for initiation of an agreement utilizing a network. In operation **7202**, a buyer and a seller are allowed to negotiate terms of trade utilizing a network. A form is received from the buyer in operation **7204** indicating the terms of trade utilizing the network. Also received utilizing the network in operation **7206** is an identifier of the buyer. Thereafter, the form is sent to a bank in operation **7208** for assessing the credit of the buyer utilizing the network. The bank to which the credit application is sent is based on the identifier. Next, in operation **7210**, the form is forwarded to a seller along with the assessment of the credit of the buyer. In operation **7212**, the seller is permitted to digitally sign the form utilizing the network. The digitally signed form is received from the seller in operation **7214** utilizing the network, after which a notice is sent to the buyer in operation **7216** indicating that the digitally signed form has been received from the seller, thus initiating the agreement.

**Page 71, lines 4-9**



The purpose of the development environment is to support the tasks involved in the analysis, design, construction, and maintenance of business systems, as well as the associated management processes. The environment should adequately support *all of* the development tasks, not just the code/compile/test/debug cycle. Given this, a comprehensive framework for understanding the requirements of the development environment can be used.

**Page 74, lines 1-3**

- A Responsibility, Accountability, and Authority (RAA) profiles deliverable (RAA) for each role in the Development team, making sure that all the responsibilities listed earlier are covered.

**Page 79, lines 10-13**

The methods of handling media content are somewhat different from those surrounding more traditional development content such as code or documentation; for this reason, a role should be defined that is responsible for the management of all media content.

**Page 80, lines 16-18**

- Issue Management (decisions to be made regarding the development of the business capability, not to be confused with problem management)
- ~~not to be confused with problem management~~)

**Page 83, lines 9-13**

Just as a business application requires support and system users require service, the development environment requires system operations daily, and developers require ongoing support in order to use the environment effectively. (In fact, the complexity and frequency of these operations is often greater than that of the execution environment).

**Page 108, lines 14-16**



- Maintain a mix of high-priority and sure successes to ensure the continued momentum of the Continuous Improvement program
- ~~of the Continuous Improvement program~~

**Page 149, lines 4-8**

The necessity of impact of volume and stress testing early in the development process is becoming more common, due to the proliferation of new technologies and tools which have little or no performance track record. It is important that the performance and reliability of such tools and technologies ~~is~~are established as early as possible in the project to avoid possible problems further down the line.

**Page 175, lines 13-18**

The repository may need to be extended by the Engagement team to support custom objects defined by the Application Development team. Some repositories support user-defined objects as part of the base functionality. Others allow customization of the repository by the user while some are not designed for customization at all. If the repository requires extensive customization, a buy versus build decision may be required.

**Page 225, lines 19-23**

It is useful for developers to have read-only access to either a hard or soft copy of the data model during development. This document rapidly becomes a key discussion document in design discussions. It is useful to show tables, columns, primary keys, and foreign keys (if all of this will fit on a diagram at the same time!) in the document.

**Page 239, lines 7-9**

As the number of events increases, the complexity of the event model increases and the ~~diagramers~~diagrams may need to support certain facilities such as intelligent connectors. Simple graphics packages may not suffice at this level.



**Page 245, line 23**

- C++ - available from

<http://www.users.cs.umn.edu/~kotula/cocoon/cocoon.htm>  
"users.cs.umn.edu/~kotula/cocoon/cocoon.htm"

**Page 247, lines 4-9**

Caution must be taken not to raise the expectations of the users in terms of the length of time it will take for the final product to be delivered. Prototyping will deliver something that looks like it "works" very quickly. It should be clear that what is delivered is a model and not an application. Clients may expect real application functionality to be developed and delivered quickly due to the fast turnaround of the prototyping process, which will invariably not be the case.

**Page 277, lines 3-7**

Frameworks may be found on the market which provide generic components for general business processes such as general ledger, sales order processing, inventory management or product distribution. For example, IBM San Francisco offers business components for the Java environment (see <http://www.ibm.com/Java/Sanfrancisco>) "(see ibm.com/Java/Sanfrancisco)"

**Page 314, lines 2-7**

It is important to note that there may be requirements which cannot be met by any tools. In this case, in-house development may be an alternative. This approach is likely to be more expensive, however, and more difficult to support the long term, and thus should usually be avoided if possible. ~~Were~~Where possible, the tool with the closest match should be purchased, and customized to meet the necessary requirements.

**Page 320, lines 12-23 through Page 321, lines 1-8**

Management applications are those tools which are used to manage the system. Most of the MODE functions tie directly into this component. The management applications component ties in directly with the integration platform



component as the management applications tools must comply with the standards set by the integration platform. For example, if the integration platform is HP OpenView, then the management applications must be HP OpenView software (API, SNMPx) or hardware (card) compliant. Management applications receive data from the event/data generation, event processing, and repositories components and then send data to the presentation or repositories components. Management applications tools include capacity planning tools, performance management tools, license management tools, remote management tools, systems monitoring tools, scheduling tools, help desk tools, etc.. Some Enterprise Management tools even poll the event/data generators for information but these options may impact network performance. Web Server management ~~is~~has been introduced as part of the management operations framework. As Corporate Internets and Extranets implement Web based software products to sell and advertise business services, corresponding administrative, security, event notification and performance requirements must be performed similarly for the companies web based system. The critical path issues for Web based server software is typically security and performance based levels of service.

**Page 328, lines 18-20 through Page 329, lines 1-2**

Recovery capabilities span the range from those required to bring up a device after it has failed to those required in the event of a major disaster. With critical business applications being rolled out on distributed technologies, the recovery of these systems must be easy, quick and efficient. Loss of the system for even a short period of time can result in significant financial losses to a ~~clients~~client's business.

**Page 332, lines 8-10**

Production Scheduling contains specific requirements that addresses a distributed ~~environments~~environment's complexity of multiple platforms and system placed in either a parallel or serial fashion.

**Page 338, lines 10-13**



File Transfer and Control initiates and monitors files being transferred throughout the system as part of the business processing (e.g., nightly batch runs). File transfers may occur between any two or more ~~devises~~devices within the system.

**Page 343, lines 19-21**

Additional facilities may be required, even ~~although~~though databases typically have built-in utilities or tools to perform these function and do not generally require a separate tool.

**Page 344, lines 17-21**

Files that are either unique, store site specific data or are highly volatile should be backed up. This will help ensure that important, business critical data will not be lost in the event of a system failure or disaster. All files do not necessarily need to be backed up as each file backup utilizes storage space and ~~ma~~may impede the performance of the system.

**Page 373, lines 13-15**

It may be appropriate to control assets within the first stage of the life cycle(i.e., from development on) or it ~~my~~may prove more appropriate to implement Asset Management only from the point of delivery.

**Page 379, lines 2-5**

Continuous monitoring can generate significant performance overhead, whereas targeted, periodic monitoring may only be necessary. This strategy will impact the design of the technical infrastructure as well as the tools chosen ~~the~~to manage the systems performance.

**Page 383, lines 17-20 through 384, lines 1-6**

The design of the test environment should reflect the production environment as closely as possible. In principle it is desirable to have an identical set up in both environments. However, this may be cost prohibitive and some parts of the



configuration may not be critical to business. The contents of the test environment therefore need to be decided. Yet it is difficult to judge which components of a distributed environment may actually impact services. For example, networking components, such as bridges, are often seen as transparent and not required in a test environment, which ~~my~~may mean that several LANs in production are only reflected by one LAN in the test environment. The risk of adopting this approach must be addressed thoroughly, and should be approved ~~be by~~ senior management.

**Page 390, lines 2-3**

Involves the detection and correction of faults within the system whether they be minor (e.g., workstation is down) or major (~~i.e.~~e.g., a disaster) has occurred.

**Page 430, lines 10-17**

Netscape, FireFly Network Inc. and VeriSign have introduced Open Profiling Standard (OPS), a proposed standard that helps to address the issues of multiple profiles. This proposed standard would provide Internet site developers with a uniform way of getting users' Personal Profile information in order to personalize interaction. The OPS is a standard being worked on as part of the World Wide Web Consortium's Platform for Privacy Preferences (~~http://www.w3c.org~~) "w3c.org". It is compatible with the existing vCard and X.509 digital certificate technology standards, which allow for user identification and authentication over the Web.

**Page 448, lines 5-11**

The normal delivery method of the content is through the use of HTTP. This method will be used to deliver the majority of the content. There are other methods of delivery that may be considered depending upon the content to be delivered. Other delivery methods ~~includes~~include e-mail, FTP, Push or Channels and streaming video. Since timing of the delivery is very important, consideration must be given to developing a method of delivery that provides the most impact to the user and does so in a timely manner.



**Page 453, lines 7-13**

- **Usage Metering and Reconciliation.** There are different methods for billing for advertising space. The most common billing methods are usage which may include: the number of times displayed, the length ~~the add~~ added is displayed or the number of users to which the ad is displayed. Services are needed to record the usage information in order to reconcile with the advertisement providers. Since many sites are funded by ad revenue, the accuracy of these services is crucial.

**Page 484, lines 1-3**

~~Visa~~ VISA® and ~~MasterCard~~ MASTERCARD® have jointly developed the Secure Electronic Transaction (SET) protocol to allow secure, cost-effective bank-card transactions over open networks. SET includes facilities for:

**Page 484, lines 7-10**

Consumers get their encryption keys using a specific program integrated into their browser. This program automatically converts a consumer's credit card number into a certificate given by ~~Visa~~ VISA or ~~MasterCard~~ MASTERCARD. This certificate contains a key and will be attached permanently to the browser of the consumer.

**In The Claims**

Please amend claims 1, 7 and 13 as follows:

1. (Amended) A method for initiation of an agreement utilizing a network, comprising the steps of:
  - (a) allowing a buyer and a seller to negotiate terms of trade utilizing a network;
  - (b) receiving from the buyer a form indicating the terms of trade utilizing the network;
  - (c) receiving an identifier from the buyer utilizing the network;
  - (d) sending the form to a bank for assessing the credit of the buyer utilizing the network, wherein the bank to which the credit application is sent is based on the identifier;



- (e) forwarding the form to athe seller along with the assessment of the credit of the buyer utilizing the network;
- (f) allowing the seller to digitally sign the form utilizing the network;
- (g) receiving the digitally signed form from the seller utilizing the network; and
- (h) transmitting a notice to the buyer indicating that the digitally signed form has been received from the seller, thus initiating the agreement.

7. (Amended) A computer program embodied on a computer readable medium for initiation of an agreement utilizing a network, comprising:

- (a) a code segment for allowing a buyer and a seller to negotiate terms of trade utilizing a network;
- (b) a code segment for receiving from the buyer a form indicating the terms of trade utilizing the network;
- (c) a code segment for receiving an identifier from the buyer utilizing the network;
- (d) a code segment for sending the form to a bank for assessing the credit of the buyer utilizing the network, wherein the bank to which the credit application is sent is based on the identifier;
- (e) a code segment for forwarding the form to athe seller along with the assessment of the credit of the buyer utilizing the network;
- (f) a code segment for allowing the seller to digitally sign the form utilizing the network;
- (g) a code segment for receiving the digitally signed form from the seller utilizing the network; and
- (h) a code segment for transmitting a notice to the buyer indicating that the digitally signed form has been received from the seller, thus initiating the agreement.

13. (Amended) A system for initiation of an agreement utilizing a network, comprising:

- (a) logic for allowing a buyer and a seller to negotiate terms of trade utilizing a network;



- (b) logic for receiving from the buyer a form indicating the terms of trade utilizing the network;
- (c) logic for receiving an identifier from the buyer utilizing the network;
- (d) logic for sending the form to a bank for assessing the credit of the buyer utilizing the network, wherein the bank to which the credit application is sent is based on the identifier;
- (e) logic for forwarding the form to ~~a the~~ seller along with the assessment of the credit of the buyer utilizing the network;
- (f) logic for allowing the seller to digitally sign the form utilizing the network;
- (g) logic for receiving the digitally signed form from the seller utilizing the network; and
- (h) logic for transmitting a notice to the buyer indicating that the digitally signed form has been received from the seller, thus initiating the agreement.